

रजिस्टर्ड नं० पी०/एस० एम० १४.



राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, शुक्रवार, १९ जनवरी, १९७९/२९ पौष, १९००

हिमाचल प्रदेश सरकार

M.P.P. AND POWER DEPARTMENT

NOTIFICATION

Simla-171002, the 19th January, 1979

No. MPP-F(5)-45/75.—Agreement made between the Himachal Pradesh State Electricity Board and the Government of Himachal Pradesh through the Secretary (M.P.P. & Power) for the acquisition of land for public purpose namely for use as a Control Sub-Station by Himachal Pradesh State Electricity Board at Kelston (Bharari) Simla-1, is hereby published in the Extraordinary Gazette for the information of General Public under section 42 of the Land Acquisition Act, 1894.

T. N. WANGOO,
Deputy Secretary.

FORM OF AGREEMENT

This agreement is made on the 12th day of January, 1979 between the Himachal Pradesh State Electricity Board having its headquarters at Simla (as statutory body incorporated under the provision of the Electricity (Supply) Act, 1948 (Act No. LIV of 1948) through Shri W. F. Desuza, Chairman, Himachal Pradesh State Electricity Board (hereinafter called "the Company" which expression shall, unless the context otherwise required, include his successors in office and assignees) of the one part and the Government of Himachal Pradesh, through the Secretary (M.P.P. & Power), Government of Himachal Pradesh, (hereinafter called "the Governor" which expression of shall, unless the context otherwise require, include his successors in office and assignees) of the other part.

Whereas for the purpose of the construction, for use as a Control Sub-Station by Himachal Pradesh State Electricity Board at Kelston (Bharari) Simla-1, Tehsil Simla, District Simla (H. P.) the company has applied to the Government of Himachal Pradesh for the acquisition under the provisions of the Land Acquisition Act 1894, for the piece of land containing an area of 1487.1 Sq. yds., as per detail noted in the specification below situated in the village Kelston (Bharari) Tehsil Simla, District Simla, and more particularly described in the schedule hereto and delineated in the plan hereunto annexed;

And whereas the said Government of Himachal Pradesh being satisfied by an enquiry held under section 40 of the said Act that the proposed acquisition is needed for the aforesaid purpose and that the said work is likely to prove useful to public, has consented to acquire on behalf of the company, the piece of land hereinbefore described;

And whereas the said Government of Himachal Pradesh has required the company under the provision of section 41 of the above mentioned Act to enter into the Agreement with the Governor hereinafter contained;

Now this indenture witnesseth that it is hereby agreed and declared as follows:—

1. On demand the company shall and will pay to the said Government all and every amount in lieu of the said land tendered, paid or awarded or to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1894 or by Court or courts to which an appeal from the award of the said court may be preferred and all costs, charges and expenses of the proceeding in the aforesaid courts or otherwise incidental of the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand made by the said Collector the obligations of the company under the last preceding clause not being thereby, limited, the company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purposes mentioned in the last preceding clause.
3. On payment by the company of all demands under the foregoing first clause or in the discretion of the said Government (on deposit by the company of all estimated amounts as provided in the second clause), but not before possession shall have been taken under the provisions of the above mentioned Act, the Government shall make over possession of the said land to the company and shall execute and do all such acts and deeds

as may be necessary and proper for effectually vesting the same in the company.

4. The said land shall be held by the company for the purpose of such as a "for use as a Control Sub-Station by Himachal Pradesh State Electricity Board at Kelston (Bharari) Simla-1, Tehsil Simla, District Simla (H.P.)" as is hereinbefore mentioned and without the sanction in writing of the said Government first had and obtained for no other purpose whatsoever.
5. The construction of said for use as a Control Sub-Station by Himachal Pradesh State Electricity Board at Kelston (Bharari) Himachal Pradesh, Tehsil Simla, District Simla (H.P.), shall be completed (and fully equipped in all respects ready for use) within minimum period of 2 years from the date on which possession of the said land shall have been given to the company.
6. Should be said land/building not be completed (and fully equipped in all respect ready for use) within the period stated in the last preceding clause or within such further period as in its discretion may be prescribed or allowed by the said Government) or should the said land at any time thereafter cease for a period of six consecutive months to be held and used or cease to be required for the purpose or purposes provided for in the foregoing fourth clause then and in any such case, the said Government may summarily re-enter upon and take possession of the said land together with all land/building thereafter whether such land/building were erected before or after the transfer of the land to the company, and thereupon the interest of the company in the said land and building shall absolutely cease and determine.

7. On taking such possession the said Government may sell or otherwise deal with the said land and building as it may think proper—

- (i) Should be said Government sell the land with the land/building the said Government after deducting the expenses incurred in connection with the said taking of possession and with such sale shall pay the proceeds to the company.
- (ii) Should the said Government decide not to sell the land and building, the said Government shall retain the said land and building thereon in which case the Government shall repay to the company the market value as on the day of re-entry of all the land/building erected by the company and all sums received from the company in respect of all and every amount as provided in the foregoing first clause (less the statutory allowance of 15 per cent and less any amount received on account of trees and buildings which are not in existence at the time of resumption), but will not repay any sums paid and received on account of costs, charges and expenses of acquisition.
- (iii) Should the said Government decide to sell the land/building only upon such sale, the Governor, shall, after deducting the expenses of taking possession and selling, pay the balance of the proceeds of sale to the company, together with the sum received from the company in respect of the amount for the land (less the statutory allowance of 15 per cent and less any amount received from the company on account of trees and buildings etc. which are not in existence at the time of resumption), but will not repay any sum paid and received on account of costs, charges and expenses of acquisition.

8. Should any dispute of difference arise touching or concerning the subject matter of this Agreement or any convenient clause or thing herein contained, the same shall be referred to the Secretary (Law) to the Government, and opinion and the decision of the aforesaid Secretary (Law) upon such dispute or difference shall be final and conclusive and binding on the parties thereto.

IN WITNESS WHEREOF Shri W. F. Desuza, Chairman, Himachal Pradesh State Electricity Board, for and on behalf of the Himachal Pradesh State Electricity Board and Shri P. P. Srivastava, Secretary (M.P.P. & Power) to Himachal Pradesh Government, Simla-2, for and on behalf of the Governor of Himachal Pradesh, have hereunto set their respective hands and seal on the day and year first above written.

SEAL

W. F. DESUZA,
Chairman,
Himachal Pradesh State Electricity Board.

WITNESSES

1. Shri S. M. KANWAR I.A.S.,
Member (Admn.) H.P.S.E.B., Simla-4.
2. Shri T. R. SHARMA,
Secretary, H.P.S.E.B., Simla-4.

Signed, sealed and delivered by.....

WITNESSES

1. PARMODH KUMAR,
Deputy Secretary (M.P.P.) to the
Government of Himachal Pradesh.
2. R. C. KAUSHAL, P. P. SRIVASTAVA,
S. O. Revenue (C) Secretary (M.P.P.) to the Govern-
ment of Himachal Pradesh.
for and on behalf of the
Governor of Himachal Pradesh.

The Schedule above referred to;

All that piece or parcel of land situated in village Kelston (Bharari), Simla-1, containing an area of 1487.1 Sq. yds. detailed as under:—

SPECIFICATION

District: SIMLA

Tehsil: SIMLA

Locality/ Village 1	Khasra No. 2	Area 3
KELSTON (BHARARI)	384/A-2.	1487.1 Sq. yds.